

**A RESOLUTION BY
FINANCE/EXECUTIVE COMMITTEE**

01- *P* -1230

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO AN ENGINEERING SERVICES AGREEMENT WITH HARTMAN & ASSOCIATES, INC. IN THE AMOUNT OF \$849,592, TO PROVIDE FOR ADDITIONAL ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES CONCERNING: [i] COMPLETING THE REMEDIATION OF VARIOUS DESIGN AND CONSTRUCTION RELATED ITEMS, THE CONSTRUCTION OF VALVE VAULTS AND IMPROVEMENTS TO THE HEMPHILL PUMPING STATION; [ii] MODIFYING THE FINAL DESIGN OF THE REHABILITATION OF CLEARWELL NO. 1 TO COMPETITIVELY BID THE PROJECT AND PROVIDING PROCUREMENT AND CONSTRUCTION MANAGEMENT SERVICES FOR THE ACTUAL REHABILITATION OF THE CLEARWELL; AND FOR OTHER PURPOSES.

BACKGROUND

WHEREAS, on September 26, 1994, the City entered into Contract No. FC-5264-92 (the "Contract"); Hemphill Pump Station and Clearwell Improvements (the "Project"), with Archer-Western Contractors LTD./Capital City Contracting Co., Inc., a joint venture (the "Contractor"), in the amount of \$34,941,643; and

WHEREAS, on March 6, 1996, the City issued Change Order No. 1 to the Contract; and

WHEREAS, Change Order No. 1 was a no cost change order that simply reallocated allowance monies within the Contract; and

WHEREAS, on or about September 25, 1996, the City issued Change Order No. 2 to the Contract which increased the Contract Sum by \$1,463,346, with no change in Contract time, for an increased Contract Sum of \$36,404,989; and

WHEREAS, Change Order No. 2 adjusted the Contract Sum to include monies to be paid to the Contractor if it met certain pump efficiencies required by the plans and specifications for the Project; those monies were inadvertently omitted from the original Contract Sum when the Contract was awarded; and

WHEREAS, a major impetus for the Project was a Consent Order between the City and the Georgia Environmental Protection Division, which imposed a deadline (the "EPD Deadline") on the City to complete the construction of the Project and meet certain water treatment standards; and

WHEREAS, the Scope of Work under the Contract included the construction of improvements to the City's Hemphill Water Treatment Plant, including a new clearwell with a storage capacity of 15 million gallons, transfer piping, butterfly valves and a new high service pump station; and

WHEREAS, during the construction of the Project, it was determined that the existing butterfly valves on the finished water main, which discharges into the new high service pump station, were inoperable; and

WHEREAS, subsequently, a dispute arose between the City, its Contractor, the design engineers for the Project, Jordan, Jones and Goulding, Inc./Delon Hampton and Associates, Chartered-JV, Williams-Russell and Johnson, Inc., and the Construction Manager, Mayes, Sudderth & Etheredge, Inc./Harrington, George & Dunn, P.C. and Construction Dynamics Group as to the inoperability of the butterfly valves; and

WHEREAS, the inoperable butterfly valves and resulting effect on the operation of the Hemphill Water Treatment Plant, and the City's dispute with the Contractor, the design engineers and construction manager as to the matter, jeopardized the City's ability to meet the EPD Deadline, and, accordingly, the health, welfare and safety of the public; and

WHEREAS, the City, faced with this emergency situation, sought the services of a professional engineering consultant to analyze the inoperability of the butterfly valves and design a remediation for the Hemphill Water Treatment Plant in order to meet the impending EPD Deadline; and

WHEREAS, the City selected Hartman & Associates, Inc. ("Hartman") to provide the emergency professional engineering and consulting services for the assessment of the inoperability of the butterfly valves and the design of the remediation for the Hemphill Water Treatment Plant; and

WHEREAS, based upon an evaluation of the Water Treatment Plant and the various remediation alternatives available to the City, it was determined to replace the existing butterfly valves that failed with new valves, construct valve vaults, weld stiffener rings to the steel pipe used in the system and install the necessary appurtenances; and

WHEREAS, on August 6, 1999, the City and Hartman entered into an Engineering Services Agreement in the amount of \$1,835,900 for the design of the remediation of the Hemphill Water Treatment Plant, construction management services and related services; and

WHEREAS, the Engineering Services Agreement also provided that Hartman would render preliminary and final design services for the rehabilitation of Clearwell No. 1; and

WHEREAS, it has been determined that additional services are required of Hartman to complete the remediation of the Hemphill Water Treatment Plant due to cracks in certain buildings at the facility, modifications required of the couplings and discharge piping system, a

sewer line relocation and additional construction services required due to additional construction time required to finalize the remediation; and

WHEREAS, the City has further decided to competitively bid out the Clearwell No. 1 rehabilitation work, necessitating that Hartman prepare modifications to the final design of that project to facilitate its competitive procurement, assist in the procurement of a contractor to perform the work and oversee its construction in the capacity of Construction Manager; and

WHEREAS, Hartman has submitted a proposal in the amount of \$849,592 to perform this additional work concerning the remediation and the rehabilitation of Clearwell No. 1; a copy of that proposal is attached as Exhibit A; and

WHEREAS, it is desirable and in the best interests of the City to enter into Change Order No. 1 to the Engineering Services Agreement with Hartman for the services set forth in Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, that the Mayor is authorized to execute, on behalf of the City, Change Order No. 1 to the Engineering Services Agreement with Hartman in the amount of \$849,592, to provide the additional services for the Hemphill Water Treatment Plant set forth on Exhibit A.

BE IT FURTHER RESOLVED, that Change Order No. 1 to the Engineering Services Agreement will be paid out of Account No. 2J26573001Q24JO4019999.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare and finalize Change Order No. 1 to the Engineering Services Agreement with Hartman, for execution by the Mayor, to be approved as to form by the City Attorney.

BE IT FINALLY RESOLVED, that Change Order No. 1 to the Engineering Services Agreement with Hartman will not become binding upon the City, and the City will incur no liability under it, until it has been executed by the Mayor, attested to by the Municipal Clerk, executed and attested to by Hartman and delivered to Hartman.

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document
attached**